

1-240

RECORDING REQUESTED BY: PLACEI LE COMPANY  
City of San Leandro  
Community Development Department  
835 East 14th Street  
San Leandro, CA 94577

89302623

RECORDED at REQUEST OF  
Placer Title Co.  
At 8:30 A.M.

NOV - 8 1989

OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
RENE C. DAVIDSON  
COUNTY RECORDER

AFTER RECORDATION, RETURN TO:  
City Clerk  
City of San Leandro  
835 East 14th Street  
San Leandro, CA 94577

DOCUMENTARY TRANSFER TAX:  
EXEMPT - City of San Leandro

DH

SL-300101

GRANT DEED

DAN MARTINELLI AND FRANCES MARTINELLI, Trustees for the Dan and Frances Martinelli Revocable Trust, do hereby GRANT to the City of San Leandro, a municipal corporation, the following described real property:

All that real property situate in the City of San Leandro, County of Alameda, State of California, being a portion of Parcel A of Parcel Map No. 3056 filed in Book 113 of Parcel Maps at page 33 of the Public Records of Alameda County, being more particularly described as follows:

BEGINNING at the intersection of the southeasterly line of the "Area to be Dedicated to the City of San Leandro for Marina Blvd." as shown on said Parcel Map 3056 and the southerly line of the Southern Pacific Transportation Co. Railroad; thence south 42° 39' 52" east, along said southerly line of said Railroad a distance of 8.27 feet to a point being 28.00 feet southeasterly, measured at a right angle from the original southeasterly line of Marina Boulevard (60 feet wide); thence south 61° 57' 21" west, parallel to said southeasterly line of Marina Boulevard, a distance of 144.52 feet to the southwesterly line of said Parcel A; thence north 27° 53' 10" west along said southwesterly line a distance of 8.00 feet to the southeasterly line of the said dedicated area; thence north 61° 57' 21" east, along said southeasterly line of the dedicated area, a distance of 142.41 feet to the POINT OF BEGINNING.

Containing 1,148 sq. ft., more or less.

Assessor's No. 75-93-7

IN WITNESS WHEREOF, this document is duly executed on Oct. 12, 1989

Don Martinelli

Frances Martinelli  
Owner's Signature

Attach Appropriate Notary

Witnessed by: Marvin Casalino  
Marvin Casalino, SRA

RFC:mmc 7/13/89  
a:GrantDeed

CITY OF SAN LEANDRO  
NOV 27 1989  
CITY CLERK'S OFFICE

This is to certify that the interest in real property conveyed by Deed or Grant, dated October 12, 1989, from Dan and Frances Martinelli

to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution No. 89-91, adopted by the City Council of the City of San Leandro on May 15, 1989, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: October 27, 1989



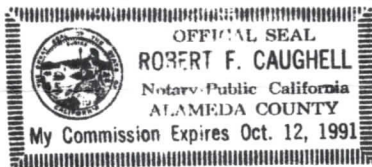
Alice Calvert  
Alice Calvert  
City Clerk of the City of San Leandro

STATE OF CALIFORNIA

COUNTY OF ALAMEDA ) S.S.

89302623

On this 12 day of October, 1989, before me, the undersigned, a Notary Public in and for said State, and County personally appeared Marvin Casalina (personally known to me) or (proved to me on the basis of the oath of \_\_\_\_\_, a credible witness who is personally known to me) to be the person whose name is subscribed to within instrument, as a witness thereto, who being by me duly sworn, deposed and said: that he/she resides in Alameda County, that he/she was present and saw Dan and Frances Martinelli personally known to him/her to be the same person(s) described in and who executed the within instrument as a party(ies) thereto, sign, seal and deliver the same; and that said party(ies) duly acknowledged in the presence of said affiant, that he/she/they executed the same, and that said affiant, thereupon at the party's(ies)' request subscribed his/her name as a witness thereto.



Robert F. Caughell  
(NOTARY'S SIGNATURE)

ILLEGIBLE NOTARY SEAL DECLARATION  
GOVERNMENT CODE 27361.7

I Certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Robert F Caughell  
Date Commission Expires: 10-12-91  
Place of Execution of this Declaration: Alameda  
Date 10-12-91 Signature Jana M Puz-ayant Place Title



*Ameli - 635 Marina Blvd*

POLICY OF TITLE INSURANCE ISSUED BY

# STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE INSURANCE COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

*Carlos Morris*

Chairman of the Board

Countersigned by:

*B. P. Trulin*

Authorized Signatory

Company

City, State

**STEWART TITLE  
GUARANTY COMPANY**



*Stewart Morris*

President

**PLACER TITLE COMPANY  
1420 HARBOR BAY PARKWAY, SUITE 110  
ALAMEDA, CA 94501**



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal

manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, as to those stated causes of action alleging a



SCHEDULE A

Order No.: SL-300101

Policy No.: CNJP-1581-72015

Date of Policy: November 8, 1989 at 8:30 o'clock a.m.

Amount of Insurance: \$14,000.00

Premium: \$250.00

1. Name of Insured:

CITY OF SAN LEANDRO,  
a municipal corporation

2. The estate or interest in the land which is covered by this Policy is:

A FEE

3. Title to the estate or interest in the land is vested in:

CITY OF SAN LEANDRO, a municipal corporation

4. The land referred to in this Policy is described as follows:

Those parcels of land in the City of San Leandro, County of Alameda, State of California, described as follows:

PARCEL ONE:

Parcel A, "Parcel Map 3056", filed October 25, 1979, Map Book 113, Page 33, Alameda County Records.

PARCEL TWO:

Rights of way as reserved in the Deed from Oscar Mayer and Company, Inc., recorded October 26, 1979, Series No. 79-216801, as follows:

"Reserving therefrom a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress to and from Parcel A, as said Parcel A is shown on said Parcel Map No. 3056, over and upon the following described property:

Commencing at the intersection of the southeastern line of West Avenue 132, formerly First Avenue, and formerly known as Wicks Landing Road, with the southwestern line of the Southern Pacific Railroad Company 100 foot right-of-way, as said avenue and right-of-way are shown on the Map of "Record of Survey, Oakland Title Insurance and Guaranty Company Property, Alameda County, California", filed June 3, 1947 in Book 2 of Records of Surveys, pages 28, 29 and 30, Alameda County Records, running thence along

the southeastern line of said avenue south 61° 53' 03" west 196.46 feet; thence leaving said southeastern line south 27° 57' 28" east 19.79 feet to the actual point of beginning; thence south 27° 57' 28" east 507.60 feet; thence north 62° 02' 32" east 60.00 feet; thence north 27° 57' 28" west 507.60 feet; thence south 61° 53' 03" west 41.17 feet; thence along the arc of a tangent curve to the right, having a radius of 840.00 feet, through a central angle of 1° 17' 04", a distance of 18.83 feet to the point of beginning.

Also reserving therefrom the right to discharge upon and over said Parcel B water accumulating on said Parcel A.

Said easement, right-of-way and right to discharge water are appurtenant to and for the benefit of Parcel A of said Parcel Map 3056.

A.P.N. 075-0093-007

## SCHEDULE B

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses which arise by reason of:

## PART 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

## SCHEDULE B

## PART II

1. 1989-90 Taxes:

Code Area: 10-003; A.P.N.: 075-0093-007;

Land: \$297,993.00

Improvements: \$321,417.00

Personal Prop: none

Exemption: none

1ST INSTALLMENT: \$3,311.62 UNPAID

2ND INSTALLMENT: \$3,311.62 UNPAID

Tracer No.: 172282-00; Tax Rate: 1.0368

2. Supplemental Real Property Tax Assessments (Chapter 498, Statutes of 1983, as amended):

The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

3. Terms, provisions and conditions as contained in the Subdivision Improvement Agreement executed by and between the City of San Leandro, a Municipal corporation and SAF Keep Limited, a Limited Partnership, recorded October 25, 1979, Series No. 79-215515.

4. Easement for poles, wires and electrical conductors and appurtenances thereto, granted to Pacific Gas & Electric Company by instrument recorded May 20, 1980, Series No. 80-88336.

(Affects the northeasterly Portion of Parcel One.)

(a) Said easement contains an agreement prohibiting the erection of any structures, buildings or wells within said easement area.

(b) Said easement includes the right to trim trees in and over said easement.

(c) Said easement includes the right of ingress and egress.



I N D O R S E M E N T  
Attached to Policy No. CNJP-1581-72015  
Issued by  
STEWART TITLE GUARANTY COMPANY,  
a corporation

1. This Indorsement shall be effective only if at Date of Policy there is located on the land described in said Policy a one-to-four family residential structure, in which the Insured Owner resides or intends to reside. For the purpose of this Indorsement the term "residential structure" is defined as the principal dwelling structure located on said land together with all improvements thereon related to residential use of the property except plantings of any nature, perimeter fences and perimeter walls, and the term "insured owner" is defined as any insured named in Paragraph 3 of Schedule A and, subject to any rights or defenses the Company may have had under said Policy and all indorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.

2. The Company hereby insures the Insured Owner of the estate or interest described in Schedule A against loss or damage which the Insured Owner shall sustain by reason of:

a. the existence at Date of Policy of any of the following matters:

(1) lack of a right of access from said land to a public street;

(2) any statutory lien for labor or materials attaching to said estate or interest arising out of any work of improvement on said land, in progress or completed at the date of the policy, except those liens arising out of a work of improvement for which the insured has agreed to be responsible.

b. the removal of the residential structure or the interference with the use thereof for ordinary residential purposes as the result of a final Court Order or Judgment, based upon the existence at the Date of the Policy of:

(1) any encroachment of said residential structure or any part thereof onto adjoining lands, or onto any easement shown as an exception in Part II of Schedule B of said Policy, or onto any unrecorded subsurface easement;

(2) any violation on the land of enforceable covenants, conditions or restrictions, provided that this coverage shall not refer to or include the terms, covenants and conditions contained in any lease, sub-lease, or contract of sale referred to in this Policy;

(3) any violation of applicable zoning ordinances to the extent that such ordinances regulate (a) area, width or depth of the land as a building site for the residential structure; (b) floor space area of the residential structure; (c) set back of the residential structure from the property lines of the land; or (d) height of the residential structure.

c. damage to the residential structure resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.

The total liability of the Company under said Policy and all indorsements attached thereto shall not exceed, in the aggregate, the amount of said Policy and costs which the Company is obligated under the conditions and stipulations thereof to pay; and nothing contained herein shall be construed as extending or changing the effective date of said Policy.

This Indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Dated: November 8, 1989 at 8:30 o'clock a.m.

STEWART TITLE GUARANTY COMPANY

Placer Title Company  
1420 Harbor Bay Parkway, Suite 110  
Alameda, California 94501

By B. P. Trulin  
Authorized Signatory

1-240



CITY OF SAN LEANDRO  
APR 27 1990  
CITY CLERK'S OFFICE

OFFICE OF THE  
CLERK, BOARD OF SUPERVISORS

April 26, 1990

In reply, refer to CT 90-5

Alice Calvert  
San Leandro City Clerk  
835 East 14th St  
San Leandro CA 94577

Dear Ms Calvert:

The attached Assessor's report (Exhibit #90-13-0005) is in response to your request for cancellation of taxes dated January 8, 1990 on Assessor's Reference No. 75-93-7.

Based on the Assessor's report a portion of the taxes on the above reference number will be cancelled for roll year 1989-90.

Very truly yours,

William Mehrwein, Clerk

WM:yfc

Enclosures

cc Tax Collector



Plat of the

Rancho San Leandro, finally confirmed to Jose Joaquin Estudillo

Scale: 1"=100'

(Pat. Bk. A Pg. 116)

P.M. 515 (Bk. 75 Pg. 23)

P.M. 3056 113/43

P.M. 487 61/41

P.M. 1480 84/60

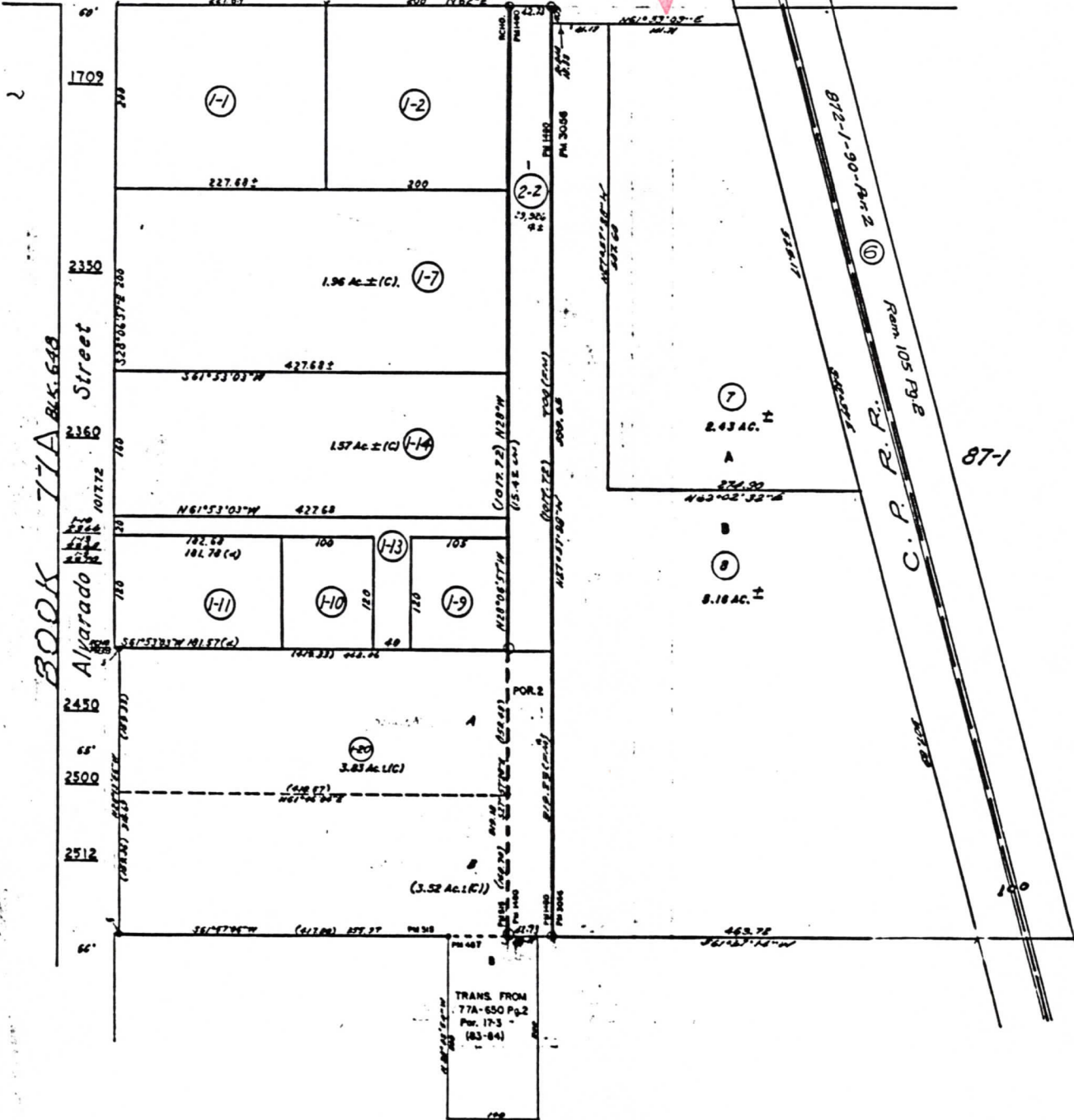
RM 12-79-241 3-28-86CSL  
5-3-83CSL  
3-3-86BV

93

105

79

West Ave. 132<sup>nd</sup> (Wicks Landing) Marina Blvd.



BOOK 77A BLK. 650

R/S H.R.B. NO. 77 (R.S. BK. 2 Pg. 38) (ALL)

AC.M II

Reference:

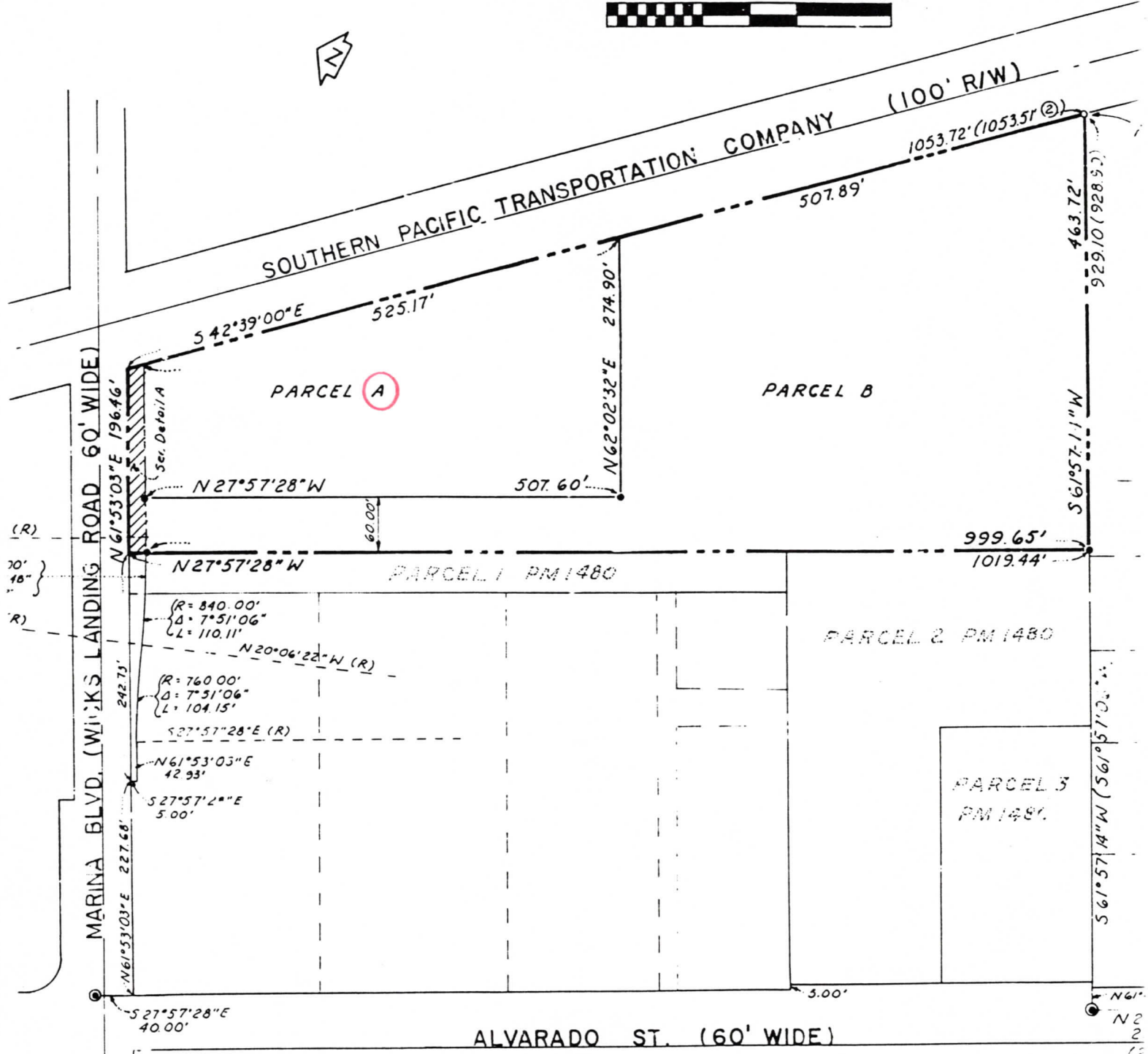
THIS IS NOT A SURVEY OF THE LAND, BUT IS COMPILED FROM DATA SHOWN BY THE PUBLIC RECORDS  
PLACER TITLE COMPANY

IND 2  
NPN -

# ARCEL MAF JO. 3056

CITY OF SAN LEANDRO  
ALAMEDA COUNTY, CALIFORNIA

BISSELL & KARN Inc.  
CIVIL ENGINEERS  
SAN LEANDRO, CALIFORNIA  
SCALE 1"=100' JULY, 1979



Avenue,  
Oct 3, 1951,  
61°57'06"W

THIS IS NOT A SURVEY OF THE LAND, BUT IS COMPILED FROM DATA SHOWN BY THE PUBLIC RECORDS  
PLACER TITLE COMPANY